



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
230 SOUTH DEARBORN ST.
CHICAGO, ILLINOIS 60604

file copy
136113

NOV 01 1990

REPLY TO ATTENTION OF:

5HS-12

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Stewart G. Breslow
Assistant Secretary
H.M. Holdings Company
100 Wood Avenue South
Iselin, New Jersey 08830

Re: Order by Consent for Allied Paper Site
Kalamazoo, Michigan

Dear Mr. Breslow:

Enclosed please find an executed copy of the Administrative Order by Consent issued for this site pursuant to Section 106 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq. Thank you for your cooperation in this matter.

If you have any questions regarding this Order, please contact Laurie Donlon Adams, Assistant Regional Counsel, at (312) 886-0814 or Paul Steadman, On-Scene Coordinator, at (312) 353-7615.

Sincerely yours,

David A. Ullrich
David A. Ullrich, Director
Waste Management Division

Enclosure

cc: Jon DeWitt, Varnum, Riddering, Schmidt & Howlett
James G. Truchan, Michigan Department of Natural Resources

bcc: Tom Pernell, ORC (5CS-TUB-3)
Laurie Donlon Adams, ORC (5CS-TUB-3)
Paul Steadman, OSC, (5HS-12)
File copy
Mark Messersmith, ESS (5HS-12)
Pamela Schafer, ESS (5HS-12)
Vince D'Aloia, SFAS (5MFS-14)
Tony Audia, SFAS (5MFS-14)
Oliver Warnsley, RP-CRU (5HS-TUB-7)
ADD/OSF Read
EERB Site File
EERB Read
Toni Lesser, Public Affairs (5PA-14) w/out attachments
Sheila Huff, Department of Interior

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

IN THE MATTER OF:)	Docket No. V-W- '91 -C- 077
)	
Allied Paper)	ADMINISTRATIVE ORDER BY CONSENT
)	PURSUANT TO SECTION 106
)	OF THE COMPREHENSIVE
)	ENVIRONMENTAL RESPONSE,
Respondent:)	COMPENSATION, AND
)	LIABILITY ACT OF 1980
HM Holdings, Inc.)	as amended, 42 U.S.C.
)	Section 9606(a)
)	

PREAMBLE

The United States Environmental Protection Agency (U.S. EPA) and the Respondent has agreed to the making and entry of this Order by Consent.

It is issued pursuant to the authority vested in the President of the United States by Sections 106(a) and 122 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9606(a), as amended by the Superfund Amendments and Reauthorization Act of 1986 Pub. L. 99-499 (CERCLA), and delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Assistant Administrator for Solid Waste and Emergency Response and the Regional Administrators by U.S. EPA Delegation Nos. 14-14, 14-14-C and 14-14-D, and to the Director, Waste Management Division, Region V, by Regional Delegation Nos. 14-14-C and 14-14-D.

A copy of this Order will also be provided to the State of Michigan, which has been notified of the issuance of this Order as required by Section 106(a) of CERCLA, 42 U.S.C. Section 9606(a).

This Order requires the Respondent to undertake and complete emergency removal activities, particularly the construction and erection of a fence and the posting of warning signs around the site (as defined on page two, paragraph two), to abate conditions which, based upon EPA's Findings and Determinations, may present an imminent and substantial endangerment to the public health or welfare or the environment because of an actual or threatened release of hazardous substances at the site.

FINDINGS

Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds, although HM Holdings, Inc. (hereafter referred to as Allied Paper Company, Inc.) does not admit to, the following:

1. A portion of the Allied Paper/Portage Creek/Kalamazoo River site is located within the city of Kalamazoo in Kalamazoo County, Michigan. That portion of the site to be affected by this Order includes approximately 75 acres and is bounded approximately by Cork Street on the south, the Penn Central railroad line on the west, Alcott Street on the north, and Portage Creek on the east.
2. The contaminated areas on the site includes parcels owned by Allied Paper Company, Inc., the Stryker Company, and a third parcel known as the Panelyte property, whose ownership is currently undetermined. The contaminated areas also include a Penn Central Rail Company right-of-way on the Panelyte property. The Panelyte property is not currently in operation. The Stryker facility is currently in operation.
3. Allied Paper produced specialty papers, book papers, and commercial printing papers at the Site. Allied began discharging wastes to Portage Creek in October of 1937.
4. Levels of polychlorinated biphenols (PCBs) were detected on Allied Paper property which exceeded the Toxic Substances Control Act (TSCA) Action Levels for an unrestricted area (10 parts per million).
5. Levels of PCBs were detected on Panelyte property which exceeded the TSCA Action Levels for an industrial area.
6. Levels of PCBs were detected on Stryker property which exceeded the TSCA Action Levels for an industrial area.
7. PCB contamination in Portage Creek is the result of paper waste discharges by Allied Paper and the PCB contamination has been found to have encroached upon Panelyte and Stryker properties.
8. That portion of the site described in paragraphs one and two of this section is not currently secured from public access.

DETERMINATIONS

Based on the foregoing Findings, U.S. EPA has determined, although Allied Paper does not admit to, the following:

1. That portion of the Allied Paper/Portage Creek/Kalamazoo River site impacted by this Order, and as described on page two, paragraphs one and two is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. Section 9601(9).
2. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. Section 9601(21).
3. Respondent disposed of hazardous substances at the Allied Paper/Portage Creek/Kalamazoo River site and/or is a present owner and operator of the facility. Respondent is therefore a liable person under Section 107(a) of CERCLA, 42 U.S.C. Section 9607.
4. PCBs are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14).
5. PCB contamination of soils and sediment at the site constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22).
6. The actual or threatened release of hazardous substances from the Facility may present an imminent and substantial endangerment to the public health, welfare, or the environment.
7. The actions required by this Order, if properly performed, are consistent with the National Contingency Plan (NCP), 40 CFR Part 300, as amended, and CERCLA; and are reasonable and necessary to protect the public health, welfare and the environment because of actual or potential exposure to hazardous substances by nearby populations, animals, or food chain. This factor is present at the Facility due to the existence of unrestricted access to contaminated soils and sediments.

ORDER

Based upon the foregoing Findings and Determinations, and pursuant to Section 106(a) of CERCLA, 42 U.S.C. Section 9606(a), it is hereby ordered and agreed that Respondent will undertake the following actions at the Facility:

1. Within 10 calendar days after the effective date of this Order, Respondent shall submit to U.S. EPA for approval, a Work Plan for the removal activities ordered as set forth in Paragraph 4 below. The Work Plan shall provide a concise description of the activities to be conducted to comply with the requirements of this Order. The Work Plan shall be reviewed by U.S. EPA, which may approve, disapprove, require revisions, or modify the Work Plan.

Respondent shall implement the Work Plan as finally approved by U.S. EPA, including any modifications. Once approved, the Work Plan shall be deemed to be incorporated into and made a fully enforceable part of this Order.

2. The Work Plan shall contain a site safety and health plan and a schedule of the work to be performed. The site safety and health plan shall be prepared in accordance with the Occupational Safety and Health Administration (OSHA) regulations applicable to Hazardous Waste Operations and Emergency Response, 29 CFR Part 1910 to the extent such regulations apply to this Order. The Work Plan and other submitted documents shall demonstrate that Respondent can properly conduct the actions required by this Order.

3. Respondent has retained a contractor U.S. EPA qualified to undertake and complete the requirements of this Order.

4. Immediately after U.S. EPA approval of the Work Plan, Respondent shall implement the Work Plan as approved or modified by U.S. EPA. Failure of Respondent to properly implement all aspects of the Work Plan shall be deemed to be a violation of the terms of this Order. The Work Plan shall require the Respondent to perform, and complete within 14 calendar days after approval, the following removal activities:

- a. Restrict public access to the Site by extending a fence according to the specifications in the Statement of Work such that it completely surrounds the contaminated area (see figure A) within fourteen (14) calendar days following U.S. EPA's approval of the Work Plan and obtaining any necessary permits. If Respondent is unable to attain access from the neighboring residences, and if such access is required in order to complete the fence within the 14-day timeframe, Respondent must so notify the U.S. EPA OSC, both by phone and written correspondence, within five days of its inability to gain access and the efforts it has made to achieve such access. The U.S. EPA may then take action to help Respondent attain such access. Upon gaining the necessary access, Respondent shall finish that portion of the fence abutting the residential properties within ten days. In no way shall the inability to gain access from the neighboring residential properties impact the progression of the unaffected portions of the fence.
- b. Post warning signs around the site indicating a restricted area and the presence of hazardous substances within fourteen (14) calendar days following U.S. EPA's approval of the Work Plan.

5. If any materials are removed from the Allied Paper/Portage Creek/Kalamazoo River site, these materials shall be disposed of or treated at a facility approved by the On-Scene Coordinator and in accordance with the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. Section 9601, et seq., as amended, the U.S. EPA Revised Off-Site Policy, and all other applicable Federal, State, and local requirements. It is not contemplated that any material will be removed under this order.

6. On or before the effective date of this Order, Respondent

shall designate a Project Coordinator. The U.S. EPA has designated Paul Steadman, of the Emergency and Enforcement Response Branch, Response Section II, as its On-Scene Coordinator. The On-Scene Coordinator and the Project Coordinator shall be responsible for overseeing the implementation of this Order. To the maximum extent possible, communication between Respondent and the U.S. EPA, and all documents, reports and approvals, and all other correspondence concerning the activities relevant to this Order, shall be directed through the On-Scene Coordinator and the Project Coordinator. During implementation of the Work Plan, the OSC and the Project Coordinator shall, whenever possible, operate by consensus, and shall attempt in good faith to resolve disputes informally through discussion of the issues.

7. The U.S. EPA and Respondent shall each have the right to change their respective designated On-Scene Coordinator or Project Coordinator. U.S. EPA shall notify Respondent, and Respondent shall notify U.S. EPA, as early as possible before such a change is made. Notification may initially be verbal, but shall promptly be reduced to writing.

8. The U.S. EPA On-Scene Coordinator shall have the authority vested in an On-Scene Coordinator by the NCP, 40 CFR Part 300, as amended, including the authority to halt, conduct, or direct any work required by this Order.

9. No extensions to the time frames shall be granted without sufficient cause. All extensions must be requested, in writing, and shall not be deemed accepted unless approved, in writing, by U.S. EPA.

10. All instructions by the U.S. EPA On-Scene Coordinator or designated alternate shall be binding upon Respondent as long as those instructions are not clearly inconsistent with the National Contingency Plan and are limited to the activities set forth in this order.

11. To the extent that the Allied Paper/Portage Creek/Kalamazoo River site (as defined on page two, paragraphs one and two) or other areas where work under this Order is to be performed is owned by, or in possession of, someone other than Respondent, Respondent shall attempt to obtain all necessary access agreements. In the event that, after using its best efforts, Respondent is unable to obtain such agreements, Respondent shall immediately notify U.S. EPA and U.S. EPA may then assist Respondent in gaining access, to the extent of its authority. Respondent shall reimburse U.S. EPA for all attorneys' fees and court costs it incurs in assisting Respondent(s) to obtain access.

12. Respondent shall also provide access to the Allied Paper Company, Inc. property to U.S. EPA employees, and U.S. EPA-authorized contractors, agents, and consultants at anytime, and shall permit such persons to be present and move freely in the area in order to conduct inspections, including taking photographs and videotapes of the site, to take samples, to monitor the work under this Order, and to conduct other activities which the U.S. EPA determines to be necessary and related to the implementation to this order.

13. The provisions of this Order and the directions of the On-Scene Coordinator, consistent with this Order and named hereunder, shall be binding on the employees, agents, contractors, successors, and assigns of Respondent. Respondent is wholly responsible for carrying out all actions required by this Consent Order.

14. This Order shall be effective on the date Respondent receives a fully executed Order, via overnight or certified mail.

15. Respondent shall provide a written monthly progress report to the On-Scene Coordinator regarding completion of the activities undertaken under this Order. At a minimum, these progress reports shall describe the actions that have been taken to comply with this Order, including all results of sampling and tests received or prepared by the Respondent and shall describe all significant work items planned for the next month.

16. Respondent agrees to retain for six years following completion of the activities required by this Order copies of all records, files and data relating to the activities undertaken pursuant to this Order; further, Respondent shall make available upon demand by U.S. EPA all other records, files and data within forty-eight (48) hours, whether or not those documents were created pursuant to this Order. Respondent shall acquire and retain copies of all documents relating to the site that are in the possession of their contractors, agents and employees. Respondent shall notify U.S. EPA at least sixty (60) days before any documents retained under this paragraph are to be destroyed. The documents retained under this paragraph shall be made available to the U.S. EPA upon request.

17. Respondent shall pay oversight costs of the United States related to the actions specified under this order to be performed at the Allied Paper/Portage Creek/Kalamazoo River site (as described on page two, paragraphs one and two) which are not inconsistent with the National Contingency Plan. The United States shall submit a cost statement to Respondent annually or, if sooner, not less than 60 days after submission of the Final Report provided for in Paragraph 21 of this Order. Payments shall be made within 60 days of Respondents' receipt of the cost statement. Payments shall be made to the EPA Hazardous Substances Superfund delivered to the U.S. EPA, Attn: Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673, in the form of a certified or cashier's check payable to "EPA Hazardous Substances Superfund." The face of the check should note that the payment is for the Allied Paper site, Superfund Site Identification Number 2325. Respondent is liable for payment of the full amount due under this Order. A copy of the check(s) submitted must be sent simultaneously to the U.S. EPA representatives indicated in paragraph 18 below.

18. Any notice, document, information, report, plan, approval, disapproval or other correspondence required to be submitted from one party to another under the Order shall be deemed submitted either when hand delivered or as of the date of receipt by certified mail, return receipt requested.

Submissions to the Respondent shall be submitted to:

Jon DeWitt
Varnum, Riddering, Schmidt & Howlett
171 Monroe Avenue, N.W., Suite 800
Grand Rapids, MI 49503

Thomas E. Flanagan
1107 Edgemore
Kalamazoo, MI 49008

Submissions to the U.S. EPA shall be submitted to:

Paul Steadman
On-Scene Coordinator
U.S. EPA, Region V
230 South Dearborn Street
Chicago, Illinois 60604

19. If any provision of this Order is deemed invalid or unenforceable, the balance of this Order shall remain in full force and effect.

PENALTIES FOR NONCOMPLIANCE

20. Respondent is advised pursuant to Section 106(b) of CERCLA, 42 U.S.C. Section 9606(b), that violation or subsequent failure or refusal to comply with this Order and any Work Plan approved under this Order, or any portion thereof, may subject the Respondent to a civil penalty of no more than \$25,000 per day for each day in which such violation occurs, or such failure to comply continues. In addition, failure to properly provide removal action upon the terms of this order, or other subsequent orders issued by U.S. EPA, may result in liability for punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C Section 9607(c)(3).

TERMINATION AND SATISFACTION

21. Respondent shall submit a final report summarizing the actions taken to comply with this Order. The report shall contain, at a minimum: identification of the facility, a chronology and description of the actions performed (including both the organization and implementation of response activities), a listing of the costs of the action, the names of personnel used and the list of equipment and technological resources used to perform the work under this Order, identification of all items that affected the actions performed under the Order and discussion of how all problems were resolved. The report shall also contain to the extent considered under page five, paragraph five, above, the report shall also contain: a listing of quantities and types of materials removed, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination of those materials, and a presentation of the analytical results of all sampling and analyses performed and accompanying appendices containing all relevant paperwork accrued during the action (e.g., manifests, invoices, bills, contracts, permits). The final report shall also include an affidavit from a person who supervised or directed the preparation of that report. The affidavit shall certify under penalty of law that based on personal knowledge

and appropriate inquiries of all other persons involved in preparation of the report, the information submitted is true, accurate and complete to the best of the affiant's knowledge and belief. The report shall be submitted within ten (10) days of completion of the work required by the U.S. EPA.

22. The provisions of this Order shall be deemed satisfied upon payment by Respondent of all sums due under the terms of this Order and upon the Respondent's receipt of written notice from U.S. EPA that Respondent has demonstrated, to the satisfaction of U.S. EPA, that all of the terms of this Order, including any additional tasks consistent with this Consent Order which U.S. EPA has determined to be necessary, have been completed.

INDEMNIFICATION

23. Respondent agrees to indemnify and save and hold harmless the United States Government, its agencies, department, agents, and employees, from any and all claims or causes of action arising from, or on account of, acts or omissions of Respondent, its officers, employees, receivers, trustees, agents, successors or assigns, in carrying out the activities pursuant to this Order. The United States Government shall not be held as a party to any contract entered into by Respondent in carrying out activities under this Order.

RESERVATION OF RIGHTS

24. This Order is not intended for the benefit of any third party and may not be enforced by any third party.

25. The U.S. EPA and the Respondent reserve all rights, claims, demands, and defenses, including defenses and denials of and to all Determinations and Findings, that they may have as to each other except as otherwise provided in this Order pursuant to any available legal authority. Further, Respondent shall retain any rights, including any rights of appeal, which it would have had under a unilateral administrative order. Nothing in this Order, however, shall expand the Respondent's ability to obtain pre-enforcement review of U.S. EPA actions. Notwithstanding any reservation of rights, Respondent agrees to comply with the terms and conditions of this Order and consents to the jurisdiction of the U.S. EPA to enter into and enforce this Order.

26. Nothing herein is intended to release, discharge, limit or in any way affect any claim, causes of action or demands in law or equity which the parties may have against any persons, firm, trust, joint venture, partnership, corporation, or other entity not a party to this Order, whether existing or dissolved for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, disposal, release or threat of release of any hazardous substance, hazardous waste, contaminant or pollutant at or from the site. The parties to this Order hereby expressly reserve all rights, claims, demands and causes of action they may have against any and all other persons and entities who are not parties to this Order.

27. Nothing herein shall be construed: 1) to prevent U.S. EPA from exercising its right to disapprove of work performed by Respondent; 2) to prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this order; 3) to prevent U.S. EPA from taking other legal or equitable action not inconsistent with the Covenant Not To Sue in paragraphs 38 through 40 of this Order; 4) to prevent U.S. EPA from requiring Respondent in the future to perform additional activities pursuant to CERCLA, 42 U.S.C. Section 9601 et seq., or any other applicable law; or 5) to prevent U.S. EPA from undertaking response actions at the site.

FORCE MAJEURE

28. Respondent shall cause all work to be performed within the time limits set forth herein and in the approved Work Plan, unless performance is delayed by "force majeure". For purposes of this Order, "force majeure" shall mean an event arising from causes entirely beyond the control of Respondent and its contractors which delays or prevents the performance of any obligation required by this Order. Increases in costs, financial difficulty, normal inclement weather, and delays encountered by Respondent in securing any required permits or approvals are examples of events that are not considered to be beyond the control of Respondent.

29. Respondent shall notify the OSC within 24 hours after Respondent becomes aware of any event which Respondent contends constitutes a force majeure, with subsequent written notice within seven (7) calendar days of the event. Such written notice shall describe: 1) the nature of the delay, 2) the cause of the delay, 3) the expected duration of the delay, including any demobilization and re-mobilization resulting from the delay, 4) the actions which will be taken to prevent or mitigate further delay, and 5) the timetable by which the actions to mitigate the delay will be taken. Respondent(s) shall implement all reasonable measures to avoid and/or minimize such delays. Failure to comply with the notice provision of this paragraph shall be grounds for U.S. EPA to deny Respondent an extension of time for performance. The Respondent shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay. If U.S. EPA determines a delay is or was attributable to a force majeure, the time period for performance under this Order shall be extended as deemed necessary by the OSC to allow performance.

DISPUTE RESOLUTION

30. The Parties to this Order on Consent shall attempt to resolve expeditiously and informally any disagreements concerning implementation of this Order on Consent or any Work required hereunder.

31. In the event that any dispute arising under this Order on Consent is not resolved expeditiously through informal means, any party desiring dispute resolution under this Section shall give prompt written notice to the other parties to the Order.

32. Within ten (10) days of the service of notice of dispute pursuant to Paragraph 31 above, the party who gave notice shall serve on the other parties to this Order a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting its position, and all supporting documentation on which such party relies (hereinafter the "Statement of Position"). The opposing parties shall serve their Statement of Position, including supporting documentation, no later than ten (10) days after receipt of the complaining party's statement of Position. In the event that these 10-day time periods for exchange of Statements of Position may cause a delay in the work, they shall be shortened upon and in accordance with notice by U.S. EPA.

33. An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statements of Position served pursuant to the preceding paragraphs.

34. Upon review of the administrative record, the Director of the Waste Management Division, U.S. EPA, Region V, shall issue a final decision and order resolving the dispute. Respondent's rights of appeal of this decision, if any such rights exist, shall include any and all rights that would have been available under a unilateral administrative order.

NON-ADMISSION

35. The consent of the Respondent to the terms of this Order shall not constitute or be construed as an admission of liability or as agreeing to U.S. EPA's Findings or Determinations contained in this Order. By consenting to this Order Respondent is agreeing to place a fence on property not owned by Respondent in order to expedite the fencing of the entire site, which action on Respondent's part shall not be deemed or construed as an admission by Respondent of any liability for such properties. At this time, neither Respondent nor U.S. EPA has been able to determine or identify the current owner of the Panelyte property. Based on the Findings and Determinations of the U.S. EPA as set forth in this Order, it is ordered and agreed that the fence will be installed on Panelyte property as shown on example A pending further efforts of both Respondent and U.S. EPA to identify the current owner of the Panelyte property. Respondent does not admit to any control over the Panelyte property.

CERCLA FUNDING

36. The Respondent waives any claims or demands for compensation or payment under Sections 106(b), 111 and 112 of CERCLA against the United States or the Hazardous Substance Response Trust Fund established by Section 221 of CERCLA for, or arising out of, any activity performed or expenses incurred pursuant to this Consent Order.

37. This Consent Order does not constitute any decision on pre-authorization of funds under Section 111(a)(2) of CERCLA.

COVENANT NOT TO SUE

38. Upon termination and satisfaction of this Administrative Order pursuant to its terms, for and in consideration of the complete and timely performance by Respondent of the obligations agreed to in this Order, U.S. EPA hereby covenants not to sue Respondent for judicial imposition of damages or civil penalties for any failure to perform obligations agreed to in this Order except as otherwise reserved herein.

39. Performance of the terms of this Order resolves and satisfies the liability of the Respondent(s) to U.S. EPA for matters addressed herein. U.S. EPA recognizes that, pursuant to Section 113 of CERCLA, the Respondent, upon having resolved their liability with the U.S. EPA for the matters expressly covered by this Order, shall not be liable for claims for contribution regarding matters addressed in this Order. Nothing in this Order precludes the Respondent from asserting any claims, causes of action or demands against potentially responsible parties (PRPs) who are not parties to this Order for indemnification, contribution, or cost recovery.

40. In consideration of the actions to be performed by the Respondent under this Order, the U.S. EPA covenants not to sue the Respondent, its successors or assigns for any and all claims which are available to the U.S. as against the Respondent under Sections 106 and 107 of CERCLA concerning all matters at the Allied Paper facility expressly covered by this Order.

SUBSEQUENT AMENDMENT

41. This Consent Order may be amended by mutual agreement of U.S. EPA and the Respondent. Any amendment of this Consent Order shall be in writing, signed by U.S. EPA and the Respondent and shall have as the effective date, that date on which such amendment is signed by U.S. EPA.

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 22nd day of October, 1989.

HM HOLDINGS, INC.


By 

Stuart G. Breslow
Assistant Secretary

The above being agreed and consented to, it is so ORDERED

this 1st day of November, 1989.⁹⁰

By 

 David Ullrich, Acting Director
Waste Management Division
U.S. Environmental Protection Agency
Region V, Complainant